

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

2005 AUG 17 P 4:44

GUESTHOUSE HOTEL & SUITES, INC.,)
Plaintiff,)

v.)

COMMAND MANAGEMENT)
SERVICES, INC.,)
Defendant.)

CIVIL ACTION NO. 2:05CV790-B

JURY DEMAND

COMPLAINT

JURISDICTION AND VENUE

1. Plaintiff files this Complaint and invokes the jurisdiction of this Court under and by virtue of 28 U.S.C. §1332 to obtain declaratory relief and compensatory damages. Defendants violated Plaintiff's contractual rights by breaching a contract.
2. The amount in controversy, excluding fees and costs is in excess of \$75,000.
3. The parties are citizens of different states, and no defendant is the citizen of the same state as any plaintiff.
4. The violations of Plaintiff's rights as alleged herein occurred in Montgomery County, Alabama, and were committed within the Middle District of the State of Alabama.

PARTIES

5. Plaintiff GuestHouse Hotel & Suites (hereinafter, "GuestHouse") is a business entity doing business as the Guest House Inn, which business is sited in Montgomery County, Alabama.
6. Defendant Command Management Services, Inc. (hereinafter, "CMS"), is a business entity sited in Portland, Oregon.

FACTS

7. On or about January 21, 2003, the parties hereto entered into a “Subcontract for Services Agreement” (Attached as Exhibit A to this Complaint) by which GuestHouse agreed to supply and CMS agreed to pay for a certain number of hotel rooms and meals on an annual basis.
8. The initial term of the Agreement was from March 1, 2003, through February 29, 2004.
9. The second term of the Agreement was from March 1, 2004, through February 28, 2005.
10. The third term of the Agreement was from March 1, 2005, through February 28, 2006.
11. GuestHouse performed sufficiently well during the initial term of the Agreement to warrant its continuation for a second term.
12. GuestHouse performed sufficiently well during the second term of the Agreement to warrant its continuation for a third term. The agreement was renewed in or about March, 2005.
13. CMS required that GuestHouse meet certain criteria and pass certain inspections in order to maintain the said Agreement.
14. GuestHouse performed under the contract, in the process expending large sums of money to acquire new mattresses, to install new wall finishes, to lay new carpet and to effect other such improvements to the property.
15. On or about June 3, 2005, CMS terminated the Agreement, effective that date.
16. CMS has failed and refused to pay an invoice due for GuestHouse’s May, 2005, performance in the amount of \$53,619.18, and has failed and refused to pay an invoice due for GuestHouse’s June 1-3, 2005 performance in the amount of \$5,026.92.

17. CMS's non-performance and prospective refusal to perform under the said Agreement has damaged GuestHouse in that GuestHouse has lost in excess of \$632,312.30 in income that it would have received but for CMS's non-performance and prospective refusal to perform under the said Agreement.
18. CMS's non-performance and prospective refusal to perform under the said Agreement is without justification in that GuestHouse was and has been providing substantial performance under the said Agreement.


CAUSES OF ACTION

19. Plaintiff expressly adopts as if fully set forth herein each and every allegation of each foregoing paragraph.

COUNT I – BREACH OF CONTRACT

20. Plaintiff entered into a valid, binding contract with the defendant.
21. Plaintiff performed under the said contract to the reasonable satisfaction of the defendant.
22. The defendant wrongfully breached, terminated, repudiated, and refused and failed to perform under the said contract.
23. Plaintiff has been damaged thereby.

WHEREFORE, the premises considered, Plaintiff demands judgment against the defendant, for compensatory damages in the amount of \$632,312.30, plus costs, attorney's fees, and such other relief as may be just and proper.


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TRIAL BY JURY DEMANDED